



Pima County Clerk of the Board

Robin Brigode

Mary Jo Furphy
Deputy Clerk

Administration Division
130 W. Congress, 5th Floor
Tucson, AZ 85701
Phone: (520)724-8449 • Fax: (520)222-0448

Document and Micrographics Mgt. Division
1640 East Benson Highway
Tucson, Arizona 85714
Phone: (520) 351-8454 • Fax: (520) 351-8456

September 10, 2013

Mr. Abel Alertness Koroscil
Dak's Pizza & Games
8340 N. Thornydale Road, No. 110-141
Tucson, AZ 85741

RE: Pima County Liquor License No.: 13-14-9156
d.b.a. Dak's Pizza & Games

Dear Mr. Koroscil:

Enclosed is a copy of the Affidavit of Posting relative to your Liquor License Application for a Series 12, Restaurant, which was received in our office on August 14, 2013. The Hearing before the Pima County Board of Supervisors has been scheduled for Tuesday, October 1, 2013, at 9:00 a.m. or thereafter, at the following location:

Pima County Administration Building
Board of Supervisors Hearing Room
130 W. Congress, 1st Floor
Tucson, AZ 85701

Should you have any questions pertaining to this matter, please contact this office at (520)724-8449.

Sincerely,

A handwritten signature in cursive script that reads "Robin Brigode".

Robin Brigode
Clerk of the Board

Enclosure

ARIZONA DEPARTMENT OF LIQUOR LICENSES AND CONTROL

800 W Washington 5th Floor
 Phoenix AZ 85007-2934
 www.azliquor.gov
 (602) 542-5141

6175

AFFIDAVIT OF POSTING

Date of Posting: 8/19/13 Date of Posting Removal: 9/9/13

Applicant Name: Dak's Pizza & Games
Koroscil Abel Alertness
 Last First Middle

Business Address: 9725 N. Thornydale Road, No. 173 Tucson, AZ 85742
 Street City Zip

License #: 13-14-9156
12104252

I hereby certify that pursuant to A.R.S. § 4-201, I posted notice in a conspicuous place on the premises proposed to be licensed by the above applicant and said notice was posted for at least twenty (20) days.

R. GRENIER #6175 PCSD 351-6000
 Print Name of City/County Official Title Telephone #

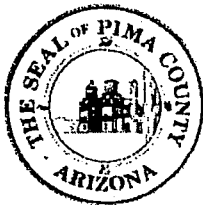
[Signature] 9/9/13
 Signature Date Signed

Return this affidavit with your recommendation (i.e., Minutes of Meeting, Verbatim, etc.) or any other related documents.

If you have any questions please call (602) 542-5141 and ask for the Licensing Division.

Individuals requiring special accommodations please call (602) 542-9027

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Phone: (520) 351-8454 • Fax: (520) 351-8456

TO: Development Services, Zoning Division
FROM: Maria Buenamea, Office Manager *MB*
DATE: August 15, 2013
RE: Zoning Report - Application for Liquor License

Attached is the application of:

Abel Alertness Koroscil
d.b.a. Dak's Pizza & Games
9725 N. Thornydale Road, No. 173
Tucson, AZ 85742

Pima County Liquor License No. 13-14-9156
Series 12, Restaurant
New License X
Person Transfer
Location Transfer

ZONING REPORT

DATE: 8/19/13

Will current zoning regulations permit the issuance of the license at this location?

Yes ☒ No ☐

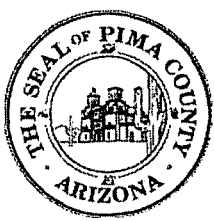
If No, please provide the following:

Pursuant to Pima County Zoning Code, Section: _____

the applicant must: _____

[Signature]
Pima County Zoning Inspector

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TO: Pima County Sheriff's Department
Investigative Support Unit

FROM: Maria Buenamea, Office Manager *[Signature]*

DATE: August 15, 2013

RE: Sheriff's Report - Application for Liquor License

Attached is the application of:

Abel Alertness Koroscil
d.b.a. Dak's Pizza & Games
9725 N. Thornydale Road, No. 173
Tucson, AZ 85742

Pima County Liquor License No. 13-14-9156
Series 12, Restaurant
New License X
Person Transfer
Location Transfer

SHERIFF'S REPORT

DATE: 8/20/13

Is there any reason this application should not be recommended for approval?

no

[Signature]
Investigative Support Unit Supervisor

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Arizona Department of Liquor Licenses and Control

800 West Washington, 5th Floor

Phoenix, Arizona 85007

www.azliquor.gov

602-542-5141

13-14-9156

APPLICATION FOR LIQUOR LICENSE

TYPE OR PRINT WITH BLACK INK

Notice: Effective Nov. 1, 1997, All Owners, Agents, Partners, Stockholders, Officers, or Managers actively involved in the day to day operations of the business must attend a Department approved liquor law training course or provide proof of attendance within the last five years. See page 5 of the Liquor Licensing requirements.

SECTION 1 This application is for a:

- ☐ MORE THAN ONE LICENSE
- ☐ INTERIM PERMIT *Complete Section 5*
- ☒ NEW LICENSE *Complete Sections 2, 3, 4, 13, 14, 15, 16*
- ☐ PERSON TRANSFER (Bars & Liquor Stores ONLY) *Complete Sections 2, 3, 4, 11, 13, 15, 16*
- ☐ LOCATION TRANSFER (Bars and Liquor Stores ONLY) *Complete Sections 2, 3, 4, 12, 13, 15, 16*
- ☐ PROBATE/WILL ASSIGNMENT/DIVORCE DECREE *Complete Sections 2, 3, 4, 9, 13, 16 (fee not required)*
- ☐ GOVERNMENT *Complete Sections 2, 3, 4, 10, 13, 15, 16*

SECTION 2 Type of ownership:

- ☒ J.T.W.R.O.S. *Complete Section 6*
- ☐ INDIVIDUAL *Complete Section 6*
- ☐ PARTNERSHIP *Complete Section 6*
- ☐ CORPORATION *Complete Section 7*
- ☒ LIMITED LIABILITY CO. *Complete Section 7*
- ☐ CLUB *Complete Section 8*
- ☐ GOVERNMENT *Complete Section 10*
- ☒ TRUST *Complete Section 6*
- ☐ OTHER (Explain) _____

SECTION 3 Type of license and fees LICENSE #(s):

1. Type of License(s): #12 - REST.

2. Total fees attached: \$

Department Use Only

APPLICATION FEE AND INTERIM PERMIT FEES (IF APPLICABLE) ARE NOT REFUNDABLE.

The fees allowed under A.R.S. 44-6852 will be charged for all dishonored checks.

SECTION 4 Applicant

1. Owner/Agent's Name: ☒ Mr. KORZOGIL ABER ALBERT
(Insert one name ONLY to appear on license) Last First Middle
2. Corp./Partnership/L.L.C.: DAK'S PIZZA & GAMES, LLC
(Exactly as it appears on Articles of Inc. or Articles of Org.)
3. Business Name: DAK'S PIZZA & GAMES
(Exactly as it appears on the exterior of premises)
4. Principal Street Location 9725 N. TULSA RD. #173 TULSON PIMA 85745
(Do not use PO Box Number) City County Zip
5. Business Phone: (520) 612-7966 Daytime Phone: (520) 390-1241 Email: ABK726@Yahoo.com
6. Is the business located within the incorporated limits of the above city or town? ☐ YES ☒ NO
7. Mailing Address: 8340 N. TULSA RD. #110-141 TULSON AZ 85741
City State Zip
8. Price paid for license only bar, beer and wine, or liquor store: Type N/A \$ N/A Type N/A \$ N/A

DEPARTMENT USE ONLY

Fees: 100.00 50.00 44.00 194.00
Application Interim Permit Site Inspection Finger Prints \$ TOTAL OF ALL FEES

Is Arizona Statement of Citizenship & Alien Status For State Benefits complete? ☒ YES ☐ NO

Accepted by: [Signature] Date: 8/9/13 Lic. # 12104252

SECTION 5 Interim Permit:

1. If you intend to operate business when your application is pending you will need an Interim Permit pursuant to A.R.S. 4-203.01.

2. There **MUST** be a valid license of the same type you are applying for currently issued to the location.

3. Enter the license number currently at the location. _____

4. Is the license currently in use? ☐ YES ☐ NO If no, how long has it been out of use? _____

ATTACH THE LICENSE CURRENTLY ISSUED AT THE LOCATION TO THIS APPLICATION.

I, _____, declare that I am the CURRENT OWNER, AGENT, CLUB MEMBER, PARTNER,
(Print full name)
MEMBER, STOCKHOLDER, OR LICENSEE (circle the title which applies) of the stated license and location.

State of _____ County of _____

The foregoing instrument was acknowledged before me this

X _____
(Signature)

_____ day of _____, _____
Day Month Year

My commission expires on: _____

(Signature of NOTARY PUBLIC)

SECTION 6 Individual or Partnership Owners:

EACH PERSON LISTED MUST SUBMIT A COMPLETED QUESTIONNAIRE (FORM LIC0101), AN "APPLICANT" TYPE FINGERPRINT CARD, AND \$22 PROCESSING FEE FOR EACH CARD.

1. Individual:

Last	First	Middle	% Owned	Mailing Address	City State Zip

Partnership Name: (Only the first partner listed will appear on license) _____

General-Limited	Last	First	Middle	% Owned	Mailing Address	City State Zip
<input type="checkbox"/>	<input type="checkbox"/>					
<input type="checkbox"/>	<input type="checkbox"/>					
<input type="checkbox"/>	<input type="checkbox"/>					
<input type="checkbox"/>	<input type="checkbox"/>					

) Y R A S S E C E N F I T

2. Is any person, other than the above, going to share in the profits/losses of the business? ☐ YES ☐ NO

If Yes, give name, current address and telephone number of the person(s). Use additional sheets if necessary.

Last	First	Middle	Mailing Address	City, State, Zip	Telephone#

SECTION 7 Corporation/Limited Liability Co.:

EACH PERSON LISTED MUST SUBMIT A COMPLETED QUESTIONNAIRE (FORM LIC0101), AN "APPLICANT" TYPE FINGERPRINT CARD, AND \$22 PROCESSING FEE FOR EACH CARD.

☐ CORPORATION Complete questions 1, 2, 3, 5, 6, 7, and 8.

☒ L.L.C. Complete 1, 2, 4, 5, 6, 7, and 8.

1. Name of Corporation/L.L.C.: DAK'S PIZZA & CANNES, LLC
(Exactly as it appears on Articles of Incorporation or Articles of Organization)
2. Date Incorporated/Organized: 6/15/13 State where Incorporated/Organized: ARIZONA
3. AZ Corporation Commission File No.: _____ Date authorized to do business in AZ: _____
4. AZ L.L.C. File No.: L-1817833-0 Date authorized to do business in AZ: 01/29/2013
5. Is Corp./L.L.C. Non-profit? ☐ YES ☒ NO
6. List all directors, officers and members in Corporation/L.L.C.:

Last	First	Middle	Title	Mailing Address	City	State	Zip
KOROSCU	ABEL	ALBERTNESS	MEMBER	3715 W. CAMINO CHRISTY	TULSON	AZ	85742
KOROSCU	JAVELLE	RENEE	MEMBER	3715 W. CAMINO CHRISTY	TULSON	AZ	85742

(ATTACH ADDITIONAL SHEET IF NECESSARY)

7. List stockholders who are controlling persons or who own 10% or more:

Last	First	Middle	% Owned	Mailing Address	City	State	Zip
KOROSCU	ABEL	ALBERTNESS	50%	3715 W. CAMINO CHRISTY	TULSON	AZ	85742
KOROSCU	JAVELLE	RENEE	50%	3715 W. CAMINO CHRISTY	TULSON	AZ	85742

(ATTACH ADDITIONAL SHEET IF NECESSARY)

8. If the corporation/L.L.C. is owned by another entity, attach a percentage of ownership chart, and a director/officer/member disclosure for the parent entity. Attach additional sheets as needed in order to disclose personal identities of all owners.

SECTION 8 Club Applicants:

EACH PERSON LISTED MUST SUBMIT A COMPLETED QUESTIONNAIRE (FORM LIC0101), AN "APPLICANT" TYPE FINGERPRINT CARD, AND \$22 PROCESSING FEE FOR EACH CARD.

1. Name of Club: _____ Date Chartered: _____
(Exactly as it appears on Club Charter or Bylaws) (Attach a copy of Club Charter or Bylaws)
2. Is club non-profit? ☐ YES ☐ NO
3. List officer and directors:

Last	First	Middle	Title	Mailing Address	City	State	Zip

(ATTACH ADDITIONAL SHEET IF NECESSARY)

SECTION 9 Probate, Will Assignment or Divorce Decree of an existing Bar or Liquor Store License:

1. Current Licensee's Name: _____
(Exactly as it appears on license) Last First Middle
2. Assignee's Name: _____
Last First Middle
3. License Type: _____ License Number: _____ Date of Last Renewal: _____
4. ATTACH TO THIS APPLICATION A CERTIFIED COPY OF THE WILL, PROBATE DISTRIBUTION INSTRUMENT, OR DIVORCE DECREE THAT SPECIFICALLY DISTRIBUTES THE LIQUOR LICENSE TO THE ASSIGNEE TO THIS APPLICATION.

SECTION 10 Government: (for cities, towns, or counties only)

1. Governmental Entity: _____
2. Person/designee: _____
Last First Middle Contact Phone Number

A SEPARATE LICENSE MUST BE OBTAINED FOR EACH PREMISES FROM WHICH SPIRITUOUS LIQUOR IS SERVED.

SECTION 11 Person to Person Transfer:

Questions to be completed by CURRENT LICENSEE (Bars and Liquor Stores ONLY-Series 06,07, and 09).

1. Current Licensee's Name: _____ Entity: _____
(Exactly as it appears on license) Last First Middle (Indiv., Agent, etc.)
2. Corporation/L.L.C. Name: _____
(Exactly as it appears on license)
3. Current Business Name: _____
(Exactly as it appears on license)
4. Physical Street Location of Business: Street _____
City, State, Zip _____
5. License Type: _____ License Number: _____
6. If more than one license to be transferred: License Type: _____ License Number: _____
7. Current Mailing Address: _____
(Other than business) Street _____
City, State, Zip _____
8. Have all creditors, lien holders, interest holders, etc. been notified of this transfer? ☐ YES ☐ NO
9. Does the applicant intend to operate the business while this application is pending? ☐ YES ☐ NO If yes, complete Section 5 of this application, attach fee, and current license to this application.
10. I, _____, hereby authorize the department to process this application to transfer the
(print full name)
privilege of the license to the applicant, provided that all terms and conditions of sale are met. Based on the fulfillment of these conditions, I certify that the applicant now owns or will own the property rights of the license by the date of issue.
I, _____, declare that I am the CURRENT OWNER, AGENT, MEMBER, PARTNER
(print full name)
STOCKHOLDER, or LICENSEE of the stated license. I have read the above Section 11 and confirm that all statements are true, correct, and complete.

(Signature of CURRENT LICENSEE)

State of _____ County of _____
The foregoing instrument was acknowledged before me this

Day

Month

Year

My commission expires on: _____

(Signature of NOTARY PUBLIC)

SECTION 12 Location to Location Transfer: (Bars and Liquor Stores ONLY)

APPLICANTS CANNOT OPERATE UNDER A LOCATION TRANSFER UNTIL IT IS APPROVED BY THE STATE

1. Current Business: Name _____
(Exactly as it appears on license) Address _____
2. New Business: Name _____
(Physical Street Location) Address _____
3. License Type: _____ License Number: _____
4. If more than one license to be transferred: License Type: _____ License Number: _____
5. What date do you plan to move? _____ What date do you plan to open? _____

SECTION 13 Questions for all in-state applicants excluding those applying for government, hotel/motel, and restaurant licenses (series 5, 11, and 12):

A.R.S. § 4-207 (A) and (B) state that no retailer's license shall be issued for any premises which are at the time the license application is received by the director, within three hundred (300) horizontal feet of a church, within three hundred (300) horizontal feet of a public or private school building with kindergarten programs or grades one (1) through (12) or within three hundred (300) horizontal feet of a fenced recreational area adjacent to such school building. The above paragraph DOES NOT apply to:

- a) Restaurant license (§ 4-205.02)
b) Hotel/motel license (§ 4-205.01)

- c) Government license (§ 4-205.03)
d) Fenced playing area of a golf course (§ 4-207 (B)(5))

1. Distance to nearest school: _____ ft. Name of school _____
Address _____
City, State, Zip _____
2. Distance to nearest church: _____ ft. Name of church _____
Address _____
City, State, Zip _____
3. I am the: ☒ Lessee ☐ Sublessee ☐ Owner ☐ Purchaser (of premises) c/o WEST RAIL ESTATE SERVICE, LLC
4. If the premises is leased give lessors: Name THORNTON RETAIL CENTER, LLC
Address 6007 E. GUANT RD. TUCSON, AZ 85712
(Base) City, State, Zip _____
- 4a. Monthly rental/lease rate \$ 4,658.33 What is the remaining length of the lease 5 yrs. 0 mos.
- 4b. What is the penalty if the lease is not fulfilled? \$ 6,640.33 or other SEE ATTACHED LEASE (SEE SUPP.) (give details - attach additional sheet if necessary)
5. What is the total **business** indebtedness for this license/location excluding the lease? \$ 185,000.00
Please list lenders you owe money to.

Last	First	Middle	Amount Owed	Mailing Address	City State	Zip
TUCSON	FEDERAL	CREDIT UNION	\$185,000.00	1740 W. SPEEDWAY BLVD.	TUCSON, AZ	85715

(ATTACH ADDITIONAL SHEET IF NECESSARY)

6. What type of business will this license be used for (be specific)? RESTAURANT

SECTION 13 - continued

7. Has a license or a transfer license for the premises on this application been denied by the state within the past one (1) year?
☐ YES ☒ NO If yes, attach explanation.
8. Does any spirituous liquor manufacturer, wholesaler, or employee have any interest in your business? ☐ YES ☒ NO
9. Is the premises currently licensed with a liquor license? ☐ YES ☒ NO If yes, give license number and licensee's name:
License # N/A (exactly as it appears on license) Name N/A
-

SECTION 14 Restaurant or hotel/motel license applicants:

1. Is there an existing restaurant or hotel/motel liquor license at the proposed location? ☐ YES ☒ NO
If yes, give the name of licensee, Agent or a company name:
N/A and license #: N/A
Last First Middle
2. If the answer to Question 1 is YES, you may qualify for an Interim Permit to operate while your application is pending; consult A.R.S. § 4-203.01; and complete SECTION 5 of this application.
3. All restaurant and hotel/motel applicants must complete a Restaurant Operation Plan (Form LIC0114) provided by the Department of Liquor Licenses and Control.
4. As stated in A.R.S. § 4-205.02.G.2, a restaurant is an establishment which derives at least 40 percent of its gross revenue from the sale of food. Gross revenue is the revenue derived from all sales of food and spirituous liquor on the licensed premises. By applying for this ☐ hotel/motel ☒ restaurant license, I certify that I understand that I must maintain a minimum of 40 percent food sales based on these definitions and have included the Restaurant Hotel/Motel Records Required for Audit (form LIC 1013) with this application.

[Signature]
applicant's signature

As stated in A.R.S. § 4-205.02 (B), I understand it is my responsibility to contact the Department of Liquor Licenses and Control to schedule an inspection when all tables and chairs are on site, kitchen equipment, and, if applicable, patio barriers are in place on the licensed premises. With the exception of the patio barriers, these items are not required to be properly installed for this inspection. Failure to schedule an inspection will delay issuance of the license. If you are not ready for your inspection 90 days after filing your application, please request an extension in writing, specify why the extension is necessary, and the new inspection date you are requesting. To schedule your site inspection visit www.azliquor.gov and click on the "Information" tab.

[Signature]
applicants initials

SECTION 15 Diagram of Premises: (Blueprints not accepted, diagram must be on this form)

1. Check ALL boxes that apply to your business:
☒ Entrances/Exits ☒ Liquor storage areas Patio: ☐ Contiguous
☐ Service windows ☐ Drive-in windows ☐ Non Contiguous
2. Is your licensed premises currently closed due to construction, renovation, or redesign? ☐ YES ☒ NO
If yes, what is your estimated opening date? N/A
month/day/year
3. Restaurants and hotel/motel applicants are required to draw a detailed floor plan of the kitchen and dining areas including the locations of all kitchen equipment and dining furniture. Diagram paper is provided on page 7.
4. The diagram (a detailed floor plan) you provide is required to disclose only the area(s) where spiritous liquor is to be sold, served, consumed, dispensed, possessed, or stored on the premises unless it is a restaurant (see #3 above).
5. Provide the square footage or outside dimensions of the licensed premises. Please do not include non-licensed premises, such as parking lots, living quarters, etc.

As stated in A.R.S. § 4-207.01(B), I understand it is my responsibility to notify the Department of Liquor Licenses and Control when there are changes to boundaries, entrances, exits, added or deleted doors, windows or service windows, or increase or decrease to the square footage after submitting this initial drawing.

[Signature]
applicants initials

event, until at least 9:00 p.m. each night. In the event of a Default by Tenant of any of the conditions in this Article 20, Landlord shall have in addition to any and all remedies herein provided, the right at its option to collect not only the Minimum Rent, but Additional Rent at the rate of one three hundred and sixty fifth (1/365th) of the amount of the annual Minimum Rent for each day Tenant is in Breach of the provisions of this Article.

21. COMPETITION.

During the term of this Lease, Tenant covenants not to own, operate or control any store or any business within a radius of three (3) miles of the Premises which is competitive with Tenant's Permitted Use under this Lease. In the event that Tenant owns, operates or controls such a competing store or business, then Landlord may elect to declare a Default under this Lease with all the remedies available pursuant to Article 22 hereof.

22. TENANT'S DEFAULT AND REMEDIES.

22.1. A. Events of Default. The occurrence of any one or more of the following events shall constitute a material default and breach of this Lease by Tenant:

- (a) Any failure by Tenant to pay the rental or make any other payment required to be made by Tenant hereunder as and when due where such failure shall continue for a period of five (5) consecutive days after written notice thereof from Landlord to Tenant;
- (b) The abandonment of the Premises by Tenant, or the vacation (defined to be failure to occupy and operate Tenant's business on the Premises following the completion of Tenant's Work for five (5) consecutive days) of the Premises by Tenant;
- (c) Any failure by Tenant to observe and perform any other provision of this Lease to be observed or performed by Tenant, where such failure continues for more than thirty (30) days after written notice thereof by Landlord to Tenant, unless a shorter period of time for such observance or performance is otherwise expressly set forth in this Lease; provided, however, that if the nature of such default is such that the same cannot reasonably be cured within such thirty (30) day period, Tenant shall not be deemed to be in default if Tenant shall within such period commence such cure and thereafter diligently prosecute the same to completion; or
- (d) The making by Tenant of any general assignment for the benefit of creditors; the insolvency of Tenant or the inability of Tenant to make payment on its obligations generally as they become due; the filing by or against Tenant of a petition to have Tenant adjudged a bankrupt or of a petition for reorganization or arrangement under any law relating to bankruptcy (unless, in the case of a petition filed against Tenant, the same is dismissed within sixty (60) days); the appointment of a trustee or receiver to take possession of substantially all of Tenant's assets located at the Premises, or of Tenant's interest in this Lease, where possession is not restored to Tenant within sixty (60) days; or the attachment, execution or other judicial seizure of substantially all of Tenant's assets located at the Premises or of Tenant's interest in this Lease, where such seizure is not discharged within sixty (60) days.

B. Landlord's Right to Terminate Lease. In the event of any such default by Tenant, then in addition to any other remedies available to Landlord at law or in equity, including, without limitation, injunction, Landlord shall have the immediate option to terminate this Lease and all rights of Tenant hereunder by giving written notice of such intention to terminate. In the event that Landlord shall elect so to terminate this Lease, then Landlord may recover from Tenant: (i) The worth at the time of award of any unpaid rent which had been earned at the time of such termination; plus (ii) the worth at the time of award of the amount by which the unpaid rent which would have been earned after termination until the time of award exceeds the amount of such rental loss Tenant proves could have been reasonably avoided; plus (iii) the worth at the time of award of the amount by which the unpaid rent for the balance of the Term after the time of award exceeds the amount of such rental that Tenant proves could have been reasonably avoided; plus (iv) any other amount necessary to compensate Landlord for all the detriment proximately caused by Tenant's failure to perform its obligations under this Lease or which in the ordinary course of things would be likely to result therefrom; and (v) at Landlord's election, such other amounts in addition to or in lieu of the foregoing as may be permitted from time to time by applicable law.

The term "rent" as used herein shall be deemed to include Minimum Rent and all other sums required to be paid by Tenant pursuant to the terms of this Lease including, but not limited to, additional rent, interest and late charges. All such sums, other than the Minimum Rent, shall be reasonably computed by Landlord on the basis of the operating history of the Shopping Center and the amounts payable by Tenant prior to default.

As used in Sections B(i) and B(ii), above, the "worth at the time of award" is computed by allowing interest at the "Interest Rate" (as hereinafter defined). As used in Section B(ii), above, the "worth at the time of award" is computed by discounting such amount at the discount rate of the Federal Reserve Bank of San Francisco at the time of award plus one percent (1%).

C. Landlord's Right to Reenter Premises. In the event of any such default by Tenant, Landlord shall also have the right, with or without terminating this Lease, to reenter the Premises and remove all persons and property therefrom by summary proceedings or other appropriate legal proceedings; such property may be removed and stored in a public warehouse or elsewhere at the cost of and for the account of Tenant or disposed of in a reasonable manner by Landlord.

D. Right to Recover Rents or Relet. In the event of the vacation (as defined herein) or abandonment of the Premises by Tenant, or in the event Landlord shall elect to reenter as provided in Section 22.C above, or shall take possession of the Premises pursuant to legal proceedings or pursuant to any notice provided by law, and if Landlord does not elect to terminate this Lease as provided in Section 22.B above, then Landlord may from time to time, without terminating this Lease, either recover all rental as it becomes due or relet the Premises or any part thereof for such term or terms and at such rental or rentals and upon such other terms and conditions as Landlord in its sole discretion may deem advisable, with the right to make alterations and repairs to the Premises.

E. Landlord, at any time after Tenant commits a Default, may have a receiver appointed to collect Rent, and to conduct Tenant's business. Neither the filing of a petition for the appointment of a receiver nor the appointment itself shall constitute an election by Landlord to terminate this Lease.

F. Application for Rent. In the event that Landlord shall elect to relet, then rentals received by Landlord from such reletting shall be applied first, to the payment of any indebtedness, other than Minimum Rent due hereunder, owed by Tenant to Landlord; second, to the payment of any cost of such reletting; third, to the payment of the cost of any alterations and repairs to the Premises; fourth, to the payment of Minimum Rental due and unpaid hereunder; and the residue, if any, shall be held by Landlord and applied in payment of future rent as the same may become due and payable hereunder. Should that portion of such rentals received from such reletting during any month, which is applied to

Landlord's Initials BT

Tenant's Initials TPK

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the payment of rent hereunder, be less than the rent payable during that month by Tenant hereunder, then Tenant shall pay such deficiency to Landlord. Such deficiency shall be calculated and paid monthly. Tenant shall also pay to Landlord, as soon as ascertained, any costs and expenses incurred by Landlord in such reletting, including but not limited to brokerage commissions, or in making alterations and repairs not covered by the rentals received from such reletting.

G. No Termination. No reentry or taking possession of the Premises by Landlord pursuant to this Section 22, shall be construed as an election to terminate this Lease unless a written notice of such intention be given by Landlord to Tenant or unless the termination thereof be decreed by a court of competent jurisdiction, Landlord may at any time after such reletting elect to terminate this Lease for any such default by Tenant.

H. Cumulative Remedies. No remedy conferred upon Landlord in this Lease is intended to be exclusive of any other remedy herein or by law provided or permitted, but each shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law, in equity or by statute.

23. DEFAULTS BY LANDLORD/LIMITATION OF ACTIONS.

Landlord shall not be in default under this Lease unless Landlord fails to perform obligations required of Landlord within a reasonable time, but in no event less than thirty (30) days after written notice by Tenant to Landlord and to the holder of each mortgage or deed of trust covering the Premises whose name and address shall have at any time been furnished to Tenant in writing, specifying wherein Landlord has failed to perform such obligations; provided, however, that if the nature of Landlord's obligation is such that more than thirty (30) days are required for performance, then Landlord shall not be in default if Landlord commences performance within such thirty (30) day period and thereafter diligently prosecutes the same to completion. In no event shall Tenant have the right to terminate this Lease as a result of Landlord's default and Tenant's remedies shall be limited to damages and/or an injunction. Any charges billed to Tenant by Landlord under this Lease, including, but not limited to, Landlord's maintenance and repair expenses under Article 8, the Real Property Taxes under Article 11, the insurance reimbursements under Article 14, and the CAM Expenses under Article 18, shall conclusively be presumed to be valid and binding on Tenant unless Tenant has provided written notice to Landlord, within sixty (60) days of Landlord's delivery of an invoice or its demand for payment, notifying Landlord of Tenant's objection to such invoice or demand and setting forth in such notice the basis and reasons for such objection.

24. LATE CHARGES/ INTEREST.

24.1 Tenant hereby acknowledges that late payment by Tenant to Landlord of Rent and other sums due hereunder will cause Landlord to incur costs not contemplated by this Lease, the exact amount of which will be extremely difficult to ascertain. Such costs include, but are not limited to processing and accounting charges, and late charges which may be imposed on Landlord by the terms of any mortgage or trust deed covering the Premises. Accordingly, if any installment of Rent or any other sum due from Tenant shall not be received by Landlord or Landlord's designee within five (5) days after such amount shall be due, Tenant shall pay to Landlord a late charge equal to six percent (6%) of such overdue amount. The parties hereby agree that such late charge represents a fair and reasonable estimate of the costs Landlord will incur by reason of late payments by Tenant. Acceptance of such late charge by Landlord shall in no event constitute a waiver of Tenant's Default with respect to such overdue amount, nor prevent Landlord from exercising any of the other rights and remedies granted hereunder.

24.2 Unless otherwise specifically provided herein, any sums payable to Landlord which are not paid when due shall bear interest at the rate of twelve percent (12%) per annum ("Interest Rate"), until paid.

25. SAFETY AND HEALTH.

Tenant covenants at all times during the term of this Lease to comply with the requirements of the Occupational Safety and Health Act of 1970, 29 U.S.C. Subsection 651 et seq. and any analogous legislation in the state wherein the Premises is located (hereinafter collectively the "Act"), to the extent that the Act applies to the Premises and any activities thereon. Without limiting the generality of the foregoing, Tenant covenants to maintain all working areas, all machinery, structures, electrical facilities and the like upon the Premises in a condition that fully complies with the requirements of the Act, including such requirements as would be applicable with respect to agents, employees or contractors of Landlord who may, from time to time, be present upon the Premises (except to the extent that the particular activities of such agents, employees or contractors of Landlord on the Premises require safety precautions or alterations of the conditions of the Premises beyond the requirements of such Act otherwise applicable to the Premises, in which event Tenant shall not be obligated to undertake or provide any such additional safety precautions or alterations of conditions), and Tenant agrees to indemnify and hold Landlord harmless from and against any liability, claim or damages, arising as a result of a Breach of the foregoing covenant and from all costs, expenses and charges arising therefrom, including without limitation, reasonable attorney's fees and court costs incurred by Landlord in connection therewith, which indemnity shall survive the expiration or termination of this Lease.

26. CONDEMNATION/EMINENT DOMAIN.

26.1 **Definition.** If there is any taking of, or damage to, all or part of the Premises, or any interest therein because of the exercise of the power of eminent domain or inverse condemnation, whether by condemnation proceedings, or otherwise, or any transfer or any part thereof or any interest herein made in avoidance thereof (all of the foregoing being hereinafter referred to as a "Taking", or if the context so requires, "Taken") during the Lease Term, the rights and obligations of the parties with respect to such Taking shall be as provided in this Article 26.

26.2 **Total Condemnation.** If there is a Taking of all of the Premises, this Lease shall terminate, but such rights and obligations of Landlord and Tenant that would have survived the normal expiration or early termination of this Lease shall remain in force and effect.

26.3 **Partial Condemnation.** If twenty-five percent (25%) or more of the total floor area of the Premises as described in Section 1.1 (hereinafter the "Condemned Area") shall be Taken, either party shall be entitled to terminate this Lease or, if twenty-five percent (25%) or more of the floor areas of the building in which the Premises is located shall be Taken, Landlord shall be entitled to elect to terminate this Lease; and the terminating party shall give the other party written notice of such election not later than thirty (30) days after the date Landlord delivers notice to Tenant that possession or title to the portion of the Premises or said building Taken has vested in the condemnor. If neither party gives such notice, or less than twenty-five percent (25%) of the Condemned Area of the Premises or the floor area of the building shall be Taken, this Lease shall remain in full force and effect and Rent shall be adjusted as provided in Section 26.7.

26.4 **Common Area.** If any part of the Areas shall be Taken or appropriated, Landlord shall, within sixty (60) days of the Taking, have the right at its option to terminate this Lease upon written notice to Tenant.

26.5 **Termination Date.** If this Lease is terminated in accordance with the provisions of this Article 26, such termination shall become effective as of the date physical possession of the condemned portion is Taken.

26.6 **Repair and Restoration.** If this Lease is not terminated, Landlord shall, at its sole expense, restore, with due diligence,

Landlord's Initials

ET

Tenant's Initials

DRK

SECTION 15 Diagram of Premises

4. In this diagram please show only the area where spirituous liquor is to be sold, served, consumed, dispensed, possessed or stored. It must show all entrances, exits, interior walls, bars, bar stools, hi-top tables, dining tables, dining chairs, the kitchen, dance floor, stage, and game room. Do not include parking lots, living quarters, etc. When completing diagram, North is up ↑.

If a legible copy of a rendering or drawing of your diagram of premises is attached to this application, please write the words "diagram attached" in box provided below.

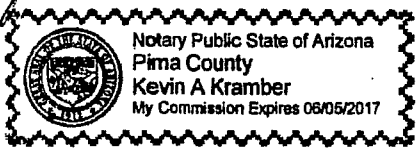
SEE
Attached
Diagram

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SECTION 16 Signature Block

I, ABEL HERNANDEZ ROSCIL, hereby declare that I am the OWNER/AGENT filing this application as stated in Section 4, Question 1. I have read this application and verify all statements to be true, correct and complete.

X [Signature]
(Signature of applicant listed in Section 4, Question 1)



My commission expires on: June 5, 2017
Day Month Year

State of Arizona County of Pima

The foregoing instrument was acknowledged before me this
8th of AUGUST 2013
Day Month Year
[Signature]
signature of NOTARY PUBLIC

